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IN THE

# Supreme Court of the United States

OCTOBER TERM, 1963

1964

No. [redacted]

LUISE S. CRISTIANI, *Petitioner*

v.

ICARD, MERRILL, CULLIS & TIMM, *Respondents*

DAVISO R. CRISTIANI, *Respondent*

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## PETITION FOR WRIT OF CERTIORARI TO THE SUPREME COURT OF FLORIDA

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LUISE S. CRISTIANI
823 South Orange Avenue
Sarasota, Florida
*In Proper Person*

PRESS OF BYRON S. ADAMS, WASHINGTON, D. C.

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I, Luise S. Cristiani, your petitioner, respectfully pray for a Writ of Certiorari to the Florida Supreme Court to review the Order of that Court.

### (a) REFERENCES TO APPENDED FLORIDA DECISIONS

| | |
|---|---|
| Sarasota County Circuit Court | February 26, 1963 |
| Sarasota County Circuit Court | April 19, 1963 |
| Second District Court of Appeal | October 25, 1963 |
| Supreme Court of Florida | February 25, 1964 |
| Supreme Court of Florida | March 23, 1964 |

**(b) GROUNDS FOR JURISDICTION**

(1) The Florida Supreme Court Order sought to be reviewed is dated and entered February 25, 1964.

(2) The Florida Supreme Court Order denying a rehearing is dated and entered March 23, 1964.

(3) The statutory provision for review by writ of certiorari is 28 USC Section 1257 (3).

**(c) THE QUESTIONS PRESENTED FOR REVIEW :**

(1) Should Florida State Courts reward Florida attorneys by ordering their client, the wife who was the plaintiff and only innocent party in a divorce suit, to pay attorneys fees and costs when said attorneys conspired to deny their own client due process and equal protection of the law?

(2) Should Florida State Courts reward Florida attorneys by ordering their client, the wife who was the plaintiff and only innocent party in a divorce suit, to pay attorneys fees and costs when said wife's attorneys conspired with the husband and his attorneys to enslave the wife?

**(d) THE CONSTITUTIONAL PROVISIONS INVOLVED**

Amendment XIII, Section 1. Neither slavery nor involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted, shall exist within the United States, or any place subject to their jurisdiction.

Amendment XIV, Section 1. All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

**(e) STATEMENT OF THE CASE**

In the following statement, each date followed by an asterisk is verified by respondent Merrill's own affidavit on pages 39-47 of the record.

On or about December 5, 1960,* (R. p. 40) I told Attorney Timm that my husband, Daviso R. Cristiani, had been living in open adultery since 1957 with a mistress who was a minor at the commencement of this illicit relationship; that my husband had for years refused to support me and our minor son, Del Rio; that my husband and myself jointly owned various real properties as husband and wife; that since living in open adultery with said young mistress, my husband had been systematically liquidating our jointly owned mortgaged property by failing to make payments on said mortgaged property, by applying foreclosure pressure against me on said mortgaged properties on which payments had become delinquent and by forcing me under said foreclosure pressure to sell one piece of property each year in order to obtain cash proceeds to pay the taxes, insurance and mortgage payments on the remaining pieces of mortgaged property; that I had just been forced by these tactics to sell our jointly owned Dolphin Street property in Sarasota and that the cash proceeds from said sale had been applied to pay the remaining mortgage notes 14 months in advance (until January and February 1962); and Mr. Timm agreed to take my case for separate maintenance apart from divorce and asked for and accepted a retainer of $250.

On December 15, 1960,* during a conference between Mr. Timm and myself, Mr. Timm's partner, namely, Mr. William W. Merrill, required me to sign an employment agreement (R. pp. 36, 37) with the firm of Icard, Merrill, Cullis and Timm. This employment agreement required me to pay $1000, instead of the $250 previously accepted by Mr. Timm; required me to conduct all business with the firm of Icard, Merrill, Cullis and Timm in writing; required me to agree to sue for divorce instead of separate mainte-

nance, and provided that Attorneys Merrill and Timm would *diligently* prosecute my divorce suit to a determination *by the Court* on questions of property distribution alimony, and support money and custody along with the divorce. The employment agreement also required Mr. Timm and Mr. Merrill to credit attorneys fees and costs collected from the defendant Daviso R. Cristiani to my account and return attorneys fees paid by me in the event my attorneys could collect all their fees from the defendant.

On January 18, 1961, (R. p. 17) the Court awarded me $250 a month temporary alimony and support money; from January 18, 1961 to February 18, 1963, twenty-five (25) months elapsed during which time $6,250 more or less, were required to be paid me by Daviso R. Cristiani under said Court Order; instead, the amount of $750 was paid by Daviso R. Cristiani to his attorney, Richard P. Doyle, who deducted for his own services to Daviso a part of said sum and forwarded the remainder to my attorneys Timm and Merrill, who deducted a part of said remainder for their services (even though I had paid them a $1000 retainer) and forwarded a balance of $56.65 to me as alimony and support money; after my attorneys and Daviso's attorney Doyle had deducted from the three-month alimony and support payment of $750., all but $56.65, the defendant Daviso was permitted to go to South America with his mistress for several months (R. p. 19, see cancelation of paragraph 4) and no further provision was made for my alimony or for the support of our minor son.

On February 13, 1961 (R. p. 41), Daviso's attorney Doyle and my attorney Merrill, in violation of his employment agreement, discussed settlement of my suit out of Court.

On April 10, 1961, (R. p. 42) I requested my attorney Merrill to subpoena Mr. Maurice Hirsch as a witness on my behalf and supplied Mr. Hirsch's address; my attorney Merrill notified Mr. Hirsch by telephone of my request,

and that night Mr. Hirsch packed his suitcase and took off for New York and the Catskill Mountains.

On or about June 12, 1961* (R. p. 42), I requested my attorney Merrill to subpoena Mr. Deter Tasso and Miss Tosca Canastrelli as witnesses on my behalf; on June 12, 1961 my attorney Merrill notified Mr. Tasso by telephone of my request; these two witnesses Tasso and Canastrelli dodged service of subpoenas, June 19, 1961,* (R. p. 42) and shortly thereafter left the United States.

On or about August 2, 1961,* after I myself had located my husband and his young mistress following their return from South America at the Linda Kay Court, Nokomis, Florida, I requested my attorney to subpoena said mistress, Marilyn Norton, alias Lynne Kuhn, but this was not done although said mistress continued to live at the Linda Kay Court thereafter.

On the morning of December 13, 1961,* (R. p. 43) and without any help from my attorney Merrill, I located my husband and said mistress living in a truck on the lot of the old Siesta Drive-in Theater in Sarasota County and requested my attorney to subpoena said mistress; I remained near a pay station in sight of said truck all day and repeatedly telephoned my attorney urging service of the subpoena; about 5 P.M. a deputy sheriff arrived at the truck, talked a while, and then left without serving said subpoena; and said truck was driven away that night.

Although Attorney Merrill had on January 4, 1961* (R. p. 40) filed my verified divorce complaint showing that my husband Daviso R. Cristiani had on numerous occasions inflicted on me physical violence in person and had threatened me with deadly weapons such as a sledge-hammer and a gun (R. p. 13, paragraph 7a) and that it had been necessary for the local police to keep my husband Daviso R. Cristiana from breaking and entering into my residence; yet on December 18, 1961, attorney Merrill wrote me a letter asking me to let Daviso enter and search my

residence and stating in said letter that failure by me to object in writing would be construed by him as permission for said entry and search; the night before I received said letter Daviso at 11:00 P.M. had in fact attempted to enter my home and would have done so without permission from me except that my doors were locked; I immediately wrote attorney Merrill I would not permit said entry and search and my letter was received by attorney Merrill on December 20, 1961* (R. p. 44); that attorney Merrill, as a divorce lawyer, knew if I were to permit the entry of Daviso into my home at 11:00 P.M. I would no longer have grounds for divorce; said letter was written by attorney Merrill at the request of Daviso's attorney Doyle as shown by the entry of December 20, 1961* (R. p. 44); during the major part of 1961, my attorneys Merrill and Timm fabricated and communicated to me various excuses for the delay in prosecuting my divorce suit, knowing that the 14-month period of time wherein my mortgage payments had been prepaid was drawing to a close; my attorneys Merrill and Timm neither obtained for me my temporary alimony and support money that the divorce Court had awarded me in the beginning of the litigation amounting to thousands of dollars, nor did they present my divorce suit for a final determination by the divorce Court but instead deliberately and wilfully refused to prosecute my divorce suit for a period of eight months, more or less, between October 19, 1961* (R. p. 43) and June 26, 1962* (R. p. 44) during which time the mortgage payments became delinquent; and on July 24, 1962 the foreclosure suit was filed, Case No. 15,583 in the Sarasota County Circuit Court; during the said eight-month period of time I wrote the attorneys Merrill and Timm several letters (R. pp. 48-52) asking the status of my divorce case, reminding the attorneys Merrill and Timm that foreclosure was imminent, that I was in desperate need of the delinquent alimony and support money amounting to thousands of dollars and asking that my divorce suit be presented for final determination by

the divorce Court; the attorneys Merrill and Timm failed to answer my letters; during this eight-month period of inactivity on the part of my attorneys Merrill and Timm, the Court at my request before June 15, 1962* (R. p. 44) scheduled a hearing on my divorce suit for June 28, 1962* (R. p. 44); my attorneys Merrill and Timm and the defendant's attorney Doyle conspired and agreed among themselves by discussions had on June 19,* 22* (second entry), 25,* and 26, 1962,* (R. p. 44), not to allow said hearing on June 28, 1962 and attorneys Merrill, Timm and Doyle appeared at said hearing on June 28, 1962* (R. p. 44) and obtained from the Court a further postponement of my suit.

On July 24, 1962 the loan association's attorney Dietz filed a foreclosure suit against the mortgaged property owned jointly by my husband and myself. On August 23, 1962* (R. p. 44), my divorce attorney Merrill conspired with the loan association attorney Dietz to have the foreclosure papers served on me in divorce Court and to that end, scheduled a divorce hearing for September 21, 1962* representing to me that said hearing was to be a final hearing in my divorce suit.

On August 29, 1962* (R. p. 44), my divorce attorney Merrill further conspired with the loan association attorney Dietz to take over from me control of the impending foreclosure litigation and to that end wrote me a letter suggesting I consent to have the foreclosure papers served on himself, my divorce attorney, as substitute for me, thereby attempting to make himself also my attorney of record in the foreclosure litigation, but I did not consent thereto.

On September 21, 1962* (R. p. 45), at the so-called final hearing in my divorce case, the foreclosure papers were served on me in the presence of my divorce attorneys Merrill and Timm whereupon attorney Timm grabbed the papers out of my hands before I could read same and it was necessary for me to take back said papers from Mr. Timm, or lose control of the foreclosure litigation.

On October 8, 1962 (R. pp. 34, 35), I wrote my attorneys Timm and Merrill that I had not authorized them to make any out of Court settlement and directed them to obtain the Courts decision on property distribution, alimony and support payments, custody and divorce, all in accordance with their own employment agreement dated December 15, 1960 (R. pp. 36, 37).

My attorneys, plus defendant's attorney Doyle, conspired to force me to accept an unfavorable out-of-Court settlement dictated by themselves and the defendant Daviso R. Cristiani, which I refused to do; following which my attorneys induced me by trickery to attend on September 25, 1962* (R. p. 45) which they repesented to be the final hearing in my divorce suit but which turned out to be another attempt to force me to agree to said dictatorial settlement; without my knowledge, authorization or consent, and in direct defiance of me, my attorneys, defendant's attorney Doyle and the defendant, previous to said purported final hearing, prepared a plan and conspired to disclose their dictatorial settlement in Court and attempt to obtain my consent to said settlement under duress and by surprise without my having any idea of the details thereof; said attorneys without my authorization and consent attempted to bind me by their stipulation in Court that said settlement agreement had been entered into by all parties (R. p. 25—Mr. Merrill: "the parties and their attorneys stipulate and agree to the following"); said agreement would have required me to consent in advance to a "Luise S. Cristiani" trust to be subsequently drafted by said attorneys in accordance with their plans (R. p. 25—Mr. Merrill); said "Luise S. Cristiani" trust would have taken control not only of my mortgaged real estate under foreclosure but also of real estate owned by me but not under foreclosure and/or not even mortgaged at that time, as well as my furniture and personal property (R. p. 25—Mr. Timm); said trust was to provide for administration by an unnamed bank to be selected in an undisclosed way (R. p. 26);

attorney Merrill represented to the lower Court in obtaining the lower Court's signature on an order for me to pay all attorneys fees and costs that by said "Luise S. Cristiani" trust all the family real property would be made available to me free of any claim by the defendant, Daviso R. Cristiani, since, I, Luise S. Cristiani, would be afforded the *opportunity* of care, custody and control thereof (R. p. 54—paragraph 3), but that actually this trust conceived by my attorneys in conspiracy with defendants attorney Doyle and Daviso R. Cristiani would have given me the "opportunity" to care for the property as a housemaid and slave without pay, all the attorneys knowing that the property earned no net income, but for years had operated on an annual average loss of $5,000; while a trustee and/or guardian apointed by others would collect the rentals, await mortgage foreclosure and sale of my remaining property, invest the cash proceeds of said foreclosures in an undisclosed manner and turn the title to at least half of my property over to someone else (R. p. 26).

On December 21, 1962 my attorneys Merrill and Timm without having made any attempt to collect their attorneys' fees and costs from the defendant, Daviso R. Cristiani, as contemplated by their employment agreement, filed their petition (R. pp. 20-23) for award of suit money, fees and costs and to withdraw, over two years after having signed their employment agreement with me to work hard and diligently on my behalf and to obtain the Court's decision on property distribution, alimony and support and custody along with divorce.

On February 22, 1963 a foreclosure order on my jointly owned property was entered providing that one-half of the cash proceeds of a foreclosure sale would be given to my husband, thus by-passing the prior jurisdiction and power of the divorce Court to award me the jointly owned property, this is a direct result of the intentional two-

year delay of my divorce attorneys Merrill and Timm in prosecuting my divorce suit.

On February 26, 1963 (R. pp. 54-56) the attorneys' order for withdrawal and requiring me to pay attorneys' fees and costs was filed. I petitioned the Court for a rehearing on said order of February 26, 1963 (R. pp. 59-63) and said petition for rehearing was denied by order of April 19, 1963 (R. p. 64).

After withdrawal of my attorneys who, in more than two years, namely, December 15, 1960 to February 26, 1963, obtained nothing for me, I, myself obtained a hearing and the Court awarded me a divorce and the real property, heavily mortgaged, then under foreclosure, and providing no income for me, on the grounds specified in my original complaint, the divorce decree having been filed March 1, 1963 (R. pp. 58, 58). Said decree states "Complainant has proven her grounds for divorce."

**(f) STATEMENT SHOWING FEDERAL QUESTIONS RAISED**

**(1) Federal Questions raised in the Sarasota County Circuit Court (court of first instance) by my Petition for Rehearing (R-pp. 59-63) as follows:**

*A. Denial of Due Process and Equal Protection of the Law (R-p. 59)*—(a) These attorneys, and particularly Merrill, delayed prosecution of this case for two years knowing it was imperative, insofar as my best interests were concerned, that these attorneys obtain a final Court determination in this case before the mortgage on property jointly owned by the defendant and myself was foreclosed. (b) These attorneys, and more particularly Merrill, failed for two years to obtain for me alimony and support money amounting to $6,000, more or less, which this Honorable Court had awarded me on January 18, *1961.* (c) These attorneys conceived either wholly or in collaboration with my former husband's attorney, Doyle, of a so-called "Luise Cristiani" trust which would have effectively deprived me of my right to control my own affairs and to manage my

own property and made every effort to force me, by misrepresentation, trickery concealment of facts, surprise and duress to sign a paper agreeing to this "Luise Cristiani" trust without being given a copy in advance to read and study. (d) These attorneys, and more particularly Merrill, in their written employment agreement with me (copy of which is in the record), agreed to prosecute this case promptly to a final Court determination but instead attempted to compromise my complaint with my former husband's attorney, Doyle,—compromise clearly not contemplated or authorized in their employment agreement and furthermore prohibited by me in writing.

*B. Slavery* (R.-P. 60—paragraph 2)—The Court erred in holding that through the efforts and representation of the firm of Icard, Merrill and Timm "all the family real property assets were made available to plaintiff, free of any claim by the defendants, since plaintiff was afforded the *opportunity* of the care, custody and control thereof." It is true that under the so-called "Luise Cristiani" trust conceived by these attorneys I would have the "opportunity" to care for the property as a housemaid and *slave*, with such duties as cleaning, painting, decorating, keeping the plumbing and mechanical and electrical equipment in repair, cutting the grass, and maintaining the grounds, all without pay, while a trustee and/or guardian handpicked by others would constantly keep his fingers on the pursestrings, always ready and waiting to sell my property and invest my money in an undisclosed manner. These are the fantastic arrangements that were being made without my knowledge and consent through the efforts and representation of my attorneys and more particularly Merrill. (See Outline of Slavery Scheme, (R-pp. 24-32)).

*C. Manner in which the Sarasota County Circuit Court passed on Federal Questions Raised*—This Court in effect approved of denial of due process, denial of equal protection of the law and of slavery by its Order (R-pp. 54-56) stating I (R-p. 54, paragraph 3) "was afforded the oppor-

tunity of the *care*, custody and control thereof" (rental property to be cared for by me without pay), and by ordering, in addition to $1,424.30 previously paid my attorneys, (R.-p. 55—paragraph 2), that there is due to petitioners *from plaintiff* (not from the guilty defendant) the sum of $1575.70 as reasonable attorneys' fees, and $644.09 as necessary costs incurred, making a sum of $2219.79. This Court by its Order (R-p. 64) in effect affirmed its approval of denial of due process, denial of equal protection of the law and of slavery by stating that my Petition for Rehearing raising these federal questions was "without merit and should be denied".

**(2) Federal Questions raised in the Florida Second District Court of Appeals by my Assignment of Errors (R-pp. 65-68) as follows:**

A. *Denial of Due Process, Denial of Equal Protection of the Law, and Slavery* (R. pp. 66-68—paragraph)—(a) attorneys in their employment agreement with me assured me that "we will fight for your cause as hard and diligently as is possible" and by the following statement "depositions will have to be taken and investigation commenced immediately" the attorneys showed that they understood the need for immediate action but the attorneys after more than two years following commencement of my divorce suit during which there were periods of inactivity of as much as eight months at a time, failed even to obtain for me the temporary alimony and support money amounting to $6000, which the Court ordered the defendant to pay on January 18, 1961, thus leaving me without funds to make mortgage payments and causing foreclosure of my mortgaged property; the attorneys in their employment agreement by referring to "a favorable decree" and by stating that "the Courts tend to divide the property and give the wife some alimony" and that the wishes of the boy will weigh heavily "in the Court's determination of this issue", showed that they understood they were being employed to obtain a determination *by the Court* of questions of property disposi-

tion, alimony and support, and custody along with my divorce but instead my attorneys failed for two years to place my suit in condition for a determination by the divorce Court, and broke their employment agreement with me by collaborating and conspiring with the opposing attorney and the adverse party defendant in attempts over a period of many months to force me by misrepresentation, trickery, surprise and duress including the application of mortgage foreclosure pressure on me to sign a dictatorial out-of-Court agreement unfavorable to me and favorable to the attorneys and the adverse party defendant, the outline of which agreement was presented to me only orally, but which required me to renounce my claim to $6000, delinquent alimony and support payments for the past two years, to renounce my claim to all future alimony and support payments to myself and our minor son, which required me to agree to no decision on custody of our minor son, and moreover, to agree to subsequently sign, without the right to first read same, a "Luise Cristiani" trust which would have deprived me of control of my own affairs and property, such as mortgaged and unmortgaged realty, furniture and personal property, and which trust provided for the appointment by an unnamed person or persons of an unnamed trustee and or guardian to control and administer my property, await foreclosure of mortgages on my realty, invest the proceeds of sales or foreclosures of my property in an undisclosed manner, turn the title to at least half, if not all of my property over to someone else, and require me to ask the trustee and or guardian for a dole and submit to a "means" test before receiving any of my own money for necessities, and finally I would be given the "opportunity" to care for my property as a housemaid and slave without pay.

B. *Manner in which the Florida Second District Court of Appeals Passed on Federal Questions Raised.*—This Court in effect approved of denial of due process, denial of equal protection of the law, and of slavery by its opinion (R-p. 69) stating "Affirmed".

**(3) Federal Questions raised in the Florida Supreme Court by my Petition for Writ and Notice of Appeal (R-pp. 1-7) and by my Petition for Rehearing (R-pp. 72-73) as follows:**

A. *Denial of Due Process, Denial of Equal Protection of the Law and Slavery.*—This decision of the District Court of Appeals, 2nd District is the first time a Florida District Court of Appeals has construed the anti-slavery provisions of the Florida and Federal Constitutions, namely, Section 19, of the Declaration of Rights of the Florida Constitution and Amendment XIII of the Constitution of the United States as not prohibiting a Florida Divorce Court from awarding fees to divorce lawyers for conspiring to enslave the wife against her will and for attempting to force their client to sign a slavery agreement by trickery and by foreclosure pressure against their clients real estate.

This is also the first time a Florida District Court has construed the due process and equal protection clauses of the Constitution of the State of Florida and the United states Constitution, namely, the Declaration of Rights of the Constitution of the State of Florida, and the Bill of Rights of the United States Constitution, as not prohibiting the deprivation of civil rights of a citizen of Florida and of the United States by awarding fees to divorce lawyers for conspiring with opposing divorce lawyers and the defendant in a divorce suit, and for conspiring with a mortgagee and its attorneys in a foreclosure suit to deprive their client of constitutional civil rights including the right to due process of law and equal protection of the law.

(R. pp. 72, 73) Your Petitioner has clearly stated in her Notice of Appeal field December 23, 1963 the facts that the lower Courts have in effect approved of slavery even though same is prohibited by the Federal Constitution, and have rewarded Florida Attorneys by holding that said attorneys are entitled to thousands of dollars from your Petitioner-Appellant for their efforts in attempting to enslave your Petitioner-Appellant who was the client of said

Florida Attorneys. This is the first time in Florida that the lower Courts have handed down such a decision in effect approving of attempts by Florida Attorneys to enslave a client.

The facts concerning such attempts by Florida attorneys to enslave their client are clearly shown in the record on this appeal and accordingly the decision of this Court dated February 25, 1964 is clearly erroneous.

Your Petitioner, Luise S. Cristiani, prays that this Court grant the right to appeal guaranteed by Article V, Section 4 of the Florida Constitution.

B. *Manner in which the Florida Supreme Court passed on Federal Questions Raised.*—This Court in effect approved of denial of due process, denial of equal protection of the law, and of slavery, first in its Order (R-p. 71) dismissing my petition for writ on the ground "petitioner failed to allege jurisdiction and set out sufficient facts to show that this Court has jurisdiction" and second, in its Order (R-p. 74) merely stating "It is ordered by the Court that the said petition (for rehearing) be, and the same is hereby denied.".

**(g) REASONS FOR ALLOWANCE OF THE WRIT**

The Florida State Courts have decided federal questions not theretofore determined by the United States Supreme Court, and their decisions are in effect (1) that Florida attorneys shall be rewarded with attorneys fees for their efforts in attempting to enslave their client and (2) that Florida attorneys shall be rewarded with attorneys fees for denying their client due process and equal protection of the law.

LUISE S. CRISTIANI, Petitioner
*In Proper Person*